

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

ROBERT ALLEN BAUTISTA™,
Plaintiff,

v.

Case No. 3:24-CV-02935-K

**SANTANDER CONSUMER USA, AUDI HENDERSON, EQUIFAX INC.,
EXPERIAN CORPORATION, and TRANSUNION,**
Defendants.

**PLAINTIFF'S RESPONSE TO DEFENDANT SANTANDER CONSUMER USA INC.'S MOTION
TO DISMISS PLAINTIFF'S AMENDED COMPLAINT
AND BRIEF IN SUPPORT**

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION:

COMES NOW, Plaintiff, **ROBERT ALLEN BAUTISTA™** ("Plaintiff"), by and through undersigned counsel, and respectfully submits this **Response to Defendant Santander Consumer USA Inc.'s Motion to Dismiss Plaintiff's Amended Complaint and Brief in Support** (the "Motion"). In support of this Response, Plaintiff states as follows:

I. INTRODUCTION

Defendant Santander Consumer USA Inc. ("Defendant" or "Santander") seeks to dismiss Plaintiff's Amended Complaint by arguing that Plaintiff's claims are without merit, lacking factual support, and subject to dismissal under Rule 12(b)(6) of the Federal Rules of Civil Procedure. However, Defendant's Motion is based on flawed arguments that misrepresent Plaintiff's claims, mischaracterize the Plaintiff's conduct, and fail to acknowledge Defendant's own breaches of the contract and violations of applicable law. Furthermore, Defendant's attempts to disparage Plaintiff's attempts to resolve the issues arising under the contract as "nonsensical" are harmful, malicious, and amount to slander, further exacerbating Plaintiff's damages.

Plaintiff is entitled to pursue relief, including damages and equitable remedies, in accordance with the law. Defendant's tactics, including misleading claims of "shotgun pleading" and slander, reflect an attempt to silence Plaintiff and avoid accountability for their unlawful actions. Plaintiff's claims are grounded in valid legal theories and factual allegations, which deserve to be fully heard by this Court.

II. RESPONSE TO DEFENDANT'S MOTION TO DISMISS

A. Plaintiff's Claims Are Not Frivolous and Are Based on Valid Legal Theories.

Defendant asserts that Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted. However, Plaintiff's allegations are far from frivolous. Plaintiff is asserting valid claims grounded in violations of the Uniform Commercial Code ("UCC"), the Fair Credit Reporting Act ("FCRA"), and other statutory and common law protections related to negotiable instruments and contractual agreements. Specifically, Plaintiff claims that Defendant Santander failed to comply with relevant provisions of the UCC governing negotiable instruments and breached the contract multiple times.

Plaintiff's attempts to resolve his outstanding obligations via negotiable instruments are grounded in an interpretation of UCC law that reflects a legitimate defense to the enforcement of the debt. The fact that Plaintiff presented these instruments as a means of settling the debt is not, as Defendant claims, nonsensical. On the contrary, this constitutes a legal strategy based on recognized UCC provisions, which Defendant has failed to properly address in its Motion.

B. Defendant's Attempt to Dismiss Plaintiff's Claims as "Nonsensical" and "Fraudulent" is Slanderous and Further Harms Plaintiff.

Defendant attempts to undermine Plaintiff's efforts to resolve the debt by describing Plaintiff's actions as "nonsensical" and "fraudulent." These statements are harmful, untrue, and defamatory. The act of accusing a party of engaging in fraudulent behavior without substantiated facts constitutes slander, and in this case, Defendant is knowingly making such claims in bad faith. Such baseless allegations not only impugn Plaintiff's character but also cause further damage to Plaintiff's reputation, emotional well-being, and ability to resolve the dispute.

It is clear that Plaintiff's conduct has been motivated by a desire to resolve the debt and assert legal defenses based on the law. Defendant's accusations of fraud, without any factual basis, constitute slander and are ethically indefensible. These actions are a form of victimization that further perpetuate harm to Plaintiff and should not be tolerated by this Court.

C. Defendant's Failure to Comply with Applicable Laws and Breach of Contract.

Plaintiff's claims are based on the premise that Defendant Santander has failed to adhere to all applicable laws, statutes, and regulations governing negotiable instruments. Under the UCC, negotiable instruments must meet specific requirements to be enforceable, and any alteration or improper handling of such instruments can result in the invalidation of the contract or debt obligation. Plaintiff has raised valid concerns that Defendant Santander has failed to comply with the UCC's provisions regarding negotiable instruments and has breached the contract by acting in bad faith and failing to engage in meaningful discussions to resolve the dispute.

The core of Plaintiff's complaint is that Defendant Santander has repeatedly mishandled Plaintiff's payments, refused to accept legally valid methods of payment, and violated the terms of the contract. These actions constitute material breaches and entitle Plaintiff to seek remedies under the law. Defendant's attempt to dismiss these claims on the grounds that they are without merit fails to address the fundamental issues of law and fact that support Plaintiff's position.

D. Defendant's Use of Tactics Such as "Shotgun Pleadings" is an Attempt to Obfuscate Plaintiff's Right to Relief.

Defendant's Motion also makes a spurious argument that Plaintiff's Amended Complaint constitutes a "shotgun pleading," alleging multiple claims against multiple defendants without specificity. This argument, however, is a diversionary tactic designed to confuse and distract from the central issues in this case. Plaintiff has provided a detailed account of the facts, clearly identifying the parties responsible for the alleged wrongdoing and the legal theories upon which Plaintiff bases his claims.

The use of terms like "shotgun pleading" is an attempt by the Defendant to dismiss valid legal claims without addressing the merits of the case. This approach reflects Defendant's attempt to evade accountability for its actions and prevent Plaintiff from receiving all remedies due under the color of law.

E. Defendant's Actions Constitute Unethical Conduct and Acts of Bad Faith.

Defendant's failure to accept Plaintiff's attempts to resolve the issue, combined with its ongoing efforts to slander and disparage Plaintiff, amounts to unethical conduct and bad faith. The representational attorneys of Defendant Santander are willfully and knowingly participating in these actions by filing a motion that misrepresents the facts and engages in legally questionable tactics. These actions are detrimental not only to Plaintiff's case but also to the integrity of the legal process itself.

III. CONCLUSION

For the reasons outlined above, Plaintiff respectfully requests that this Court deny Defendant's Motion to Dismiss in its entirety. Plaintiff's claims are grounded in valid legal theories and sufficient factual allegations to support the relief sought. Defendant's attempt to dismiss these claims is based on misleading arguments and a flawed understanding of the law. Additionally, Defendant's attempt to slander Plaintiff and mischaracterize his claims is not only legally unsupported but also unethical and damaging.

Plaintiff is entitled to pursue remedies under the law, and Defendant should be held accountable for its actions. As such, Plaintiff requests that the Court deny Defendant's Motion to Dismiss, allow Plaintiff's claims to proceed, and grant Plaintiff such further relief as may be just and proper.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff **Robert Allen Bautista** prays that the Court:

1. Deny Defendant Santander Consumer USA Inc.'s Motion to Dismiss in its entirety;
2. Allow Plaintiff's claims to proceed to trial;
3. Award Plaintiff all remedies due under the law, including but not limited to damages, attorney's fees, and costs;
4. Grant any further relief the Court deems just and proper.

Respectfully submitted,

WITHOUT RECOURSE
WITHOUT PREJUDICE
ROBERT ALLEN BAUTISTA™
BY: /s/ Bautista, Robert-Allen / Agent

Robert Allen Bautista / Attorney-In-Fact

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon all parties of record via the Court's ECF filing system on this the 9TH of January, 2025.

WITHOUT RECOURSE

WITHOUT PREJUDICE

ROBERT ALLEN BAUTISTATM

BY: /s/ Bautista, Robert-Allen / Agent

Robert Allen Bautista / Attorney-In-Fact